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NAME: ATFI WORKING GROUP AGREEMENT

FMC NO.:

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT

EXPIRATION DATE: NONE



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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the ATFI Working Group Agreement ("Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to form an association to advocate common positions before governmental and other bodies, and to discuss, evaluate and reach agreement with respect to matters pertaining to the compiling, filing, retrieval, storage, dissemination, and use of electronic and other tariff and service contract information.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to this Agreement are listed in Appendix A hereto.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement covers the trades between all United States ports, and all U.S. points served via those ports, (including, without limitation, ports and points in Puerto Rico and U.S. territories and possessions), and ports and points in all other countries worldwide (hereinafter referred to as the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Under this Agreement, the parties are authorized, but not required, to meet, discuss and agree upon all matters relating to the compiling, filing, retrieval, storage, access, dissemination and use of tariff data, including:

- (a) Positions to be taken in submissions to and proceedings before governmental agencies, departments, legislative bodies, and tribunals, as well as trade associations, international bodies and organizations;
- (b) Uniform or differential procedures, systems, applications, software, hardware, requirements, standards, protocols, terms, conditions, rules, and practices pertaining to the compiling, filing, storage, retrieval, access, use, and reuse of tariff data filed or to be filed with government agencies or non-government data bases;
- (c) Uniform or differential classifications, codes, identifications, names, and categories for cargo, equipment, type of service, geographic locations, and transportation routings;
- (d) The establishment and operation of non-governmental data bases by the parties, by the parties in conjunction with third parties, or solely by third parties, for the storage and retrieval of tariff data;

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(e) Joint negotiations, joint contracts or other agreements with private vendors for tariff services, the operation of or access to non-governmental data bases, and costs and charges for the filing in, maintenance of and access to tariff data in non-governmental data bases;

(f) Common standards, designs and types of computer and related equipment for the filing, retrieval, or storage of tariff data;

(g) Development and use of uniform or differential terms and definitions for tariff and service contract rules and algorithms; and

(h) Training and the development of training materials for the parties and their customers.

5.2 The parties may individually or jointly exchange, develop and contract for information, statistics, reports, studies and other data pertaining to matters within the scope of Article 5.1. The parties may meet, discuss, negotiate and reach agreements with shippers, vendors, government officials and others for purposes of matters within the scope of Article 5.1.

5.3 This Agreement is intended to permit the parties to discuss and agree upon a variety of matters relating to ATFI and tariff filing. It is recognized that certain agreements reached hereunder (e.g., commodity classifications and the design of algorithms) may impact commercial terms. However, the

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Agreement does not provide authority to directly discuss or agree upon the dollar amounts of cargo rates or dollar amounts of accessorial charges for transport services to be paid for by a shipper.

5.4 The parties may agree upon any routine administrative matters relating to the operation or implementation of this Agreement. The parties shall allocate costs incurred hereunder and pay their respective shares thereof in a timely manner.

5.5 References to "tariff data" in this Agreement shall mean tariff and service contract information (in data, text, or other format), whether subject to or exempt from filing with the Federal Maritime Commission or any other U.S. or foreign government agency or department. Without limitation, tariff data includes rates, charges, surcharges, rules, terms and conditions relating to the receipt, handling, loading, unloading, storage, transportation, and delivery of cargo by ocean common carriers in the Trade.

5.6 Voluntary agreements reached hereunder may be published in the applicable tariffs (including service contract essential terms publications) of the parties. If a party's applicable tariff is published by a conference, such party may bring any agreement reached or proposal considered hereunder to the conference for consideration and adoption by it. Similarly, if an individual carrier is a member of a conference which is not a party hereto, the carrier may bring agreements reached or

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proposals considered by said conference to the Agreement for consideration and adoption by the parties hereto.

5.7 The parties may agree to publish general reference materials or publications under the auspices of the Agreement covering subjects authorized by this Article 5. All or some of the parties may participate or subscribe to such general reference materials or publications.

5.8 The Agreement shall submit to the FMC within thirty (30) days of the end of each calendar quarter a summary report on Agreement activities undertaken in that calendar quarter.

ARTICLE 6:        OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 The parties shall designate a Chairman, Vice Chairman, and five directors from among the members to constitute the Executive Committee. The Chairman and Vice Chairman shall be employees of ocean common carrier parties to this Agreement. The Chairman and Vice Chairman shall officiate at full meetings of the parties and the Executive Committee and are authorized to carry out the decisions of the parties. The Executive Committee may make recommendations to the parties on administrative, organizational, and substantive matters.

6.2 The Chairman, Vice Chairman, and Agreement counsel shall have the authority to execute and file this Agreement, any modifications to this Agreement, and any forms in support of the

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foregoing on behalf of the parties, upon appropriate vote taken by the parties.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL AND EXPULSION

7.1 Membership - Any ocean common carrier, conference, or discussion agreement of ocean common carriers in the Trade is eligible for membership in this Agreement upon execution of a counterpart hereof, provided that a prospective party will not become a party to this Agreement until an amendment to this Agreement providing for such membership is effective pursuant to the Shipping Act of 1984.

7.2 Withdrawal - Any party may withdraw from this Agreement at any time upon 30 days' prior written notice to the Agreement.

7.3 Expulsion - A party may be expelled from this Agreement for material breach of this Agreement or failure to maintain an ocean common carrier service in the Trade.

ARTICLE 8: VOTING

8.1 Except as provided for in Article 8.2, any consensus or agreement reached by the parties shall be a matter of voluntary adherence by those parties choosing to so agree. Any meetings held or agreements reached may include all or any portion of the membership.

8.2 The following matters shall be subject to binding vote of the parties: (a) membership, expulsion from membership



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and termination of this Agreement; (b) administrative matters, including allocation of expenses, appointment of officers and committees, and scheduling of meetings; and (c) amendments to this Agreement. Action on such matters shall require a three-quarters vote of the parties present; provided, that an amendment adding new members or deleting withdrawing members may also be approved by majority vote of the Executive Committee. Voting may ~~also take place through telex, telephone or telefax polls.~~

Notwithstanding the foregoing, if a party does not wish to participate in specific Agreement projects involving significant costs, it may so advise the Chairman in writing prior to the Agreement's incurring the expenditure and, in such event, such party shall not be liable for same.

8.3 Quorum at full meetings of the Agreement (including polls) shall require the presence of one-half of the parties (either directly or through proxy.)

~~8.4 At least two business days written notice shall be given to the parties of meetings of the Agreement unless waived by three-quarters of the parties entitled to vote.~~

8.5 The parties may appoint committees from time to time to review and make recommendations to the Agreement on any matters within the scope of the Agreement. The parties may also reach agreements in committees on matters authorized under Article 5.

ARTICLE 9:        TERMINATION AND DURATION


This Agreement may be terminated by the parties in accordance with Article 8.2. The Agreement does not have a limited duration.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties listed in Appendix A hereto hereby agree this 12 day of March, 1993, to the terms of the foregoing Agreement, and to file same with the Federal Maritime Commission.

FOR THE PARTIES TO THE  
ATFI WORKING GROUP AGREEMENT



Sher & Blackwell  
Counsel to the Agreement  
(Authorized by each Party Listed in  
Appendix A Hereto to Execute this  
Agreement on Their Behalf Pursuant  
to Article 6.2 Hereof)

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PARTIES TO THE AGREEMENT

Conference and Agreement Parties

Caribbean and Central America Discussion Agreement

The "8900" Lines Agreement

Israel Trade Conference

South Europe/U.S.A. Freight Conference

Transpacific Westbound Rate Agreement

U.S. Atlantic & Gulf/Australia-New Zealand Conference

United States Atlantic & Gulf/Western Mediterranean  
Rate Agreement

United States/Southern and Eastern Africa Conference

Carrier Parties

Crowley American Transport, Inc.

Evergreen Marine Corporation (Taiwan) Ltd.

Seaboard Marine, Ltd.

Sea-Land Service, Inc.

Wilhelmsen Lines AS

Zim-Israel Navigation Co.